



Atty. Dkt. No. 023829-0256

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Burghardi et al.

Title: COMPUTER SYSTEM FOR  
DETERMINING A  
CUSTOMIZED ANIMAL FEED

Appl. No.: 10/715,053

Filing Date: 11/17/2003

Examiner: Abbott, Yvonne Renee

Art Unit: 3644

**TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Your Petitioner, CAN Technologies, Inc., having its principal place of business at 12900 Whitewater Drive, Minnetonka, Minnesota 55343 , represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/715,053, filed 11/17/2003, which is a continuation of U.S. Patent Application No. 09/739,550, filed 12/15/2000, by virtue of an Assignment filed and recorded on 11/17/2003, on Reel/Frame 014717/0351, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,681,717, which issued on U.S. Patent Application No. 09/739,550, filed December 15, 2000, by virtue of an Assignment filed and recorded on September 08, 2003 on Reel/Frame 014459/0865, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX B.

09/24/2004 SSESHE1 00000081 10715053

01 FC:1814

110.00 OP

Your Petitioner, CAN Technologies, Inc., hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,681,717, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,681,717 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.


In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,681,717 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,681,717 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,681,717 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,681,717, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned (whose title is supplied below) certifies that he is empowered to sign this Terminal Disclaimer on behalf of the assignee, that he has reviewed the Assignments attached as APPENDICES A and B, and to the best of his knowledge and belief, legal title to the

above identified patent application and U.S. Patent 6,681,717 rests with Petitioners, CAN Technologies, Inc.. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date September 14, 2004

CAN TECHNOLOGIES, INC.  
By:   
Name: David G. Cieslak  
Title: President

PATENT ASSIGNMENT AGREEMENT

WHEREAS Cargill, Inc., a Delaware corporation, having a place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391, (hereinafter "Assignor") is the owner of the following United States Letters Patent(s), and the invention(s) set forth therein, as shown by the records of the United States Patent and Trademark Office:

PATENT APPLICATION NO.	FILING DATE	TITLE
09/739,550	15-Dec-2000	Computer System for Determining a Customized Animal Feed
PCT/US01/48080	13-Dec-2001	Computer System for Determining a Customized Animal Feed

WHEREAS CAN Technologies, Inc., a Delaware corporation, having a place of business at 12900 Whitewater Dr., Minnetonka, Minnesota 55343 (hereinafter "Assignee") is desirous of acquiring the full right, title and interest in and to said invention, and in and to said United States Patent Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignee, Assignor has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to Assignee the entire and exclusive right, title and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisionals, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; the Commissioner of Patents and Trademarks of the United States of America is hereby authorized to transfer the portion of the title indicated to said application to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the Assignor, but also that such assigned rights are not encumbered by any grant, license, or other right theretofore given; Assignor hereby undertakes to execute and deliver to Assignee upon request all lawful documents which may be requested by Assignee, and to furnish Assignee with all facts relating to said invention as may be requested. Assignee hereby agrees to receive all rights transferred under this agreement.

This assignment is effective as of June 1, 2003.

Date: 6/1/03

Cargill, Inc..  
By: [Signature]  
Name: David G. Cieslik  
Title: Vice President

Date: 6-4-03

Witness: [Signature]

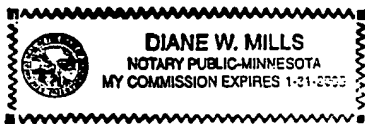
Date: 6-4-03

Witness: [Signature]

State of Minnesota

County of Hennepin

On this 4th day of June, 2003, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



[Signature]  
Notary Public  
My Commission Expires: 1-31-2005

Date: 6/4/03

CAN Technologies, Inc.  
By: [Signature]  
Name: Bill G. Armstrong  
Title: President

Date: 6-4-03

Witness: [Signature]

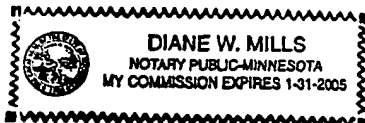
Date: 6-4-03

Witness: [Signature]

State of Minnesota

County of Hennepin

On this 4th day of June, 2003, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



[Signature]  
Notary Public  
My Commission Expires: 1-31-2005

PATENT ASSIGNMENT AGREEMENT

WHEREAS Cargill, Inc., a Delaware corporation, having a place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391, (hereinafter "Assignor") is the owner of the following United States Letters Patent(s), and the invention(s) set forth therein, as shown by the records of the United States Patent and Trademark Office:

PATENT APPLICATION NO.	FILING DATE	TITLE
09/739,550	15-Dec-2000	Computer System for Determining a Customized Animal Feed
PCT/US01/48080	13-Dec-2001	Computer System for Determining a Customized Animal Feed

WHEREAS CAN Technologies, Inc., a Delaware corporation, having a place of business at 12900 Whitewater Dr., Minnetonka, Minnesota 55343 (hereinafter "Assignee") is desirous of acquiring the full right, title and interest in and to said invention, and in and to said United States Patent Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignee, Assignor has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to Assignee the entire and exclusive right, title and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisionals, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; the Commissioner of Patents and Trademarks of the United States of America is hereby authorized to transfer the portion of the title indicated to said application to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the Assignor, but also that such assigned rights are not encumbered by any grant, license, or other right theretofore given; Assignor hereby undertakes to execute and deliver to Assignee upon request all lawful documents which may be requested by Assignee, and to furnish Assignee with all facts relating to said invention as may be requested. Assignee hereby agrees to receive all rights transferred under this agreement.

This assignment is effective as of June 1, 2003.

Date: 6/1/03

Cargill, Inc..  
By: [Signature]  
Name: David G. Cieslik  
Title: Vice President

Date: 6-4-03

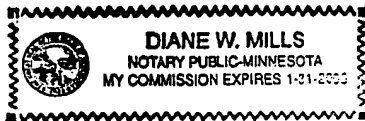
Witness: [Signature]

Date: 6-4-03

Witness: [Signature]

State of Minnesota  
ss. )  
County of Hennepin

On this 4th day of June, 2003, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



[Signature]  
Notary Public  
My Commission Expires: 1-31-2005

Date: 6/4/03

CAN Technologies, Inc.  
By: [Signature]  
Name: Bill C. Armstrong  
Title: President

Date: 6-4-03

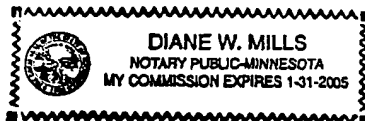
Witness: [Signature]

Date: 6-4-03

Witness: [Signature]

State of Minnesota  
ss. )  
County of Hennepin

On this 4th day of June, 2003, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



[Signature]  
Notary Public  
My Commission Expires: 1-31-2005

BEST AVAILABLE COPY